

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		<b>PAGE 1 OF 51 PAGES</b>	
2. AMENDMENT/MODIFICATION NO. 03		3. EFFECTIVE DATE 04/15/2008		4. REQUISITION/PURCHASE REQ. NO. GA 080055		5A. TITLE: IDIQ for A/E and E/A Services	
5B. PROJECT NO.		6. ISSUED BY  AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		7. ADMINISTERED BY (If other than Item 6)  AOC - Procurement Division 2nd & D Streets, SW ATTN: Patrick Hunt Room H2-263 WASHINGTON, DC 20515		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. RFP080025	
				X		9B. DATED (SEE ITEM 11) 03/07/2008	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 7 and 14, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE LINE ITEMS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See page 1A of Amendment for specific instructions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick Hunt Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

1. **This Modification No. 003 is issued to set the new solicitation due date as 1:00 p.m. on May 6, 2008.**
2. In the attached copy of Amendment No. 003 a dark vertical line will appear in the right margin of a page to indicate where a change to the solicitation has occurred.
3. In Section I of the Solicitation clause AOC 52.233-1 "Disputes" has been revised. Clause AOC52.239-9 "Payment of Interest for Contractor Claims" has been removed from the solicitation.
4. Section B, Attachment No. J.1 is revised to add Subcontractor Markup.
5. Attachment No. J.3 ACH Form is replaced with the latest version.
6. This Modification No. 003 is issued to answer the following Contractor Questions:

Question 1: Regarding the page count, please define a page? Does it include one or both sides of a piece of paper?

**Answer: Page includes both front and back. Section K (Certifications and Representations) is not included in the page count, only the Technical Proposal.**

Question 2: Please define forensic surveys. Are they surveys to: a) Determine the cause of a failure? b) Determine location of underground utilities?, or c) Is there another option?

**Answer: Determine location of underground utilities.**

Question 3: Will we receive an electronic copy of the Supplies or Services and Prices/Cost documents?

**Answer: No.**

Attachments: Attachment No. J.1 Section B pages 1 through 10  
Attachment No. J.3 ACH Vendor/Miscellaneous Payment Enrollment Form

**Section B - Supplies or Services and Prices/Costs****BASE**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	Base Bid	Total : 0.00	LT	\$	\$
<b>Description:</b> Furnish the necessary personnel, material, equipment, services and facilities for miscellaneous architectural and engineering services and planning and project management support services for the Architect of the Capitol (AOC). Base Bid Period - September 1, 2008 through September 30, 2009					

Lump-Sum Price for Base

\$

**OPTION 1**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
2	Option 1	Total : 0.00	LT	\$	\$
<b>Description:</b> Furnish the necessary personnel, material, equipment, services and facilities for miscellaneous architectural and engineering services and planning and project management support services for the Architect of the Capitol (AOC) for Option Period One. Option Period One - October 1, 2009 through September 30, 2010					

Lump-Sum Price for Option 1

\$

**OPTION 2**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
3	Option 2	Total : 0.00	LT	\$	\$
<b>Description:</b> Furnish the necessary personnel, material, equipment, services and facilities for miscellaneous architectural and engineering services and planning and project management support services for the Architect of the Capitol (AOC) for Option Period Two. Option Period Two - October 1, 2010 through September 30, 2011					

Lump-Sum Price for Option 2

\$

**OPTION 3**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
4	Option 3	Total : 0.00	LT	\$	\$



**Description:**Furnish the necessary personnel, material, equipment, services and facilities for miscellaneous architectural and engineering services and planning and project management support services for the Architect of the Capitol (AOC) for Option Period Three. Option Period Three - October 1, 2011 through September 30, 2012

Lump-Sum Price for Option 3

\$

#### OPTION 4

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
5	Option 4	Total : 0.00	LT	\$	\$

**Description:**Furnish the necessary personnel, material, equipment, services and facilities for miscellaneous architectural and engineering services and planning and project management support services for the Architect of the Capitol (AOC) for Option Period Four. Option Period Four - October 1, 2012 through September 30, 2013

Lump-Sum Price for Option 4

\$

Lump-Sum Price for All Options

\$

Lump-Sum Price for Base and All Options

\$



## **Section C - Description/Specifications/Statement of Work**

### **C.1**

#### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 STATEMENT OF WORK/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform Architectural/Engineering and Project Management Support Services as described below and to comply with the most current Architect of the Capitol (AOC) Design Standards (Attachment No. J.4), AOC A/E Design Manual (Attachment No. J.5) and AOC Pre-Design Manual, (Attachment J.6).

#### **C.2 SCOPE AND DESCRIPTION OF WORK**

.1 Work orders issued under this contract may include the following types of services: All architectural and engineering design disciplines, including, but not limited to: architectural, mechanical, HVAC, electrical, normal and emergency power systems, interior/exterior lighting systems, electronics, fire protection, safety, plumbing, roofing and waterproofing, structural, civil, elevator, security, site security, chem/bio, radiological, forensics, blast, telecommunications, traffic, food service design, green design, sustainable design, LEED accredited professional, landscape design, accessible design, interior design, geotechnical engineering, seismic analysis and design, acoustical and audio visual engineering, electronic 3-D computer modeling/renderings, architectural lighting design, historic architecture, historic preservation architect, materials conservation, environmental engineering and consulting, industrial hygienist, code specialist, code analysis and confirmation, energy management services, alternative energy services, CAFM services, design competition, design standards, reports (i.e. historical structures reports), studies (i.e. energy management, conservation, lighting studies), Programs of Requirements (POR), surveys (i.e. geotechnical, forensics surveys), analyses (i.e. historical decorative paint analysis), tests, investigations, inspections, permitting, construction administration services, submittal reviews, design reviews, value engineering (VE), third party VE, peer review, drawings, specifications, performance specifications, cost modeling, cost estimating, cost analysis, and scheduling. Production of Historic American Building Survey (HABS) and Historic American Engineering Record (HAER) drawings and photography in strict accordance with Department of Interior Standards for same.

Task orders issued under this contract may also include the following types of services: All planning and project management support services including, but not limited to: special planning studies, project planning documents (i.e. PDD), programming, project management, building information modeling (BIM), project execution plan (PEP), project definition rating index (PDRI), post occupancy evaluation (POE), risk/gap analysis, and partnering.

Details on the required services will be provided in individual task orders. All work shall comply with the applicable codes and regulations as directed by the AOC.

#### **.2 Reports**

Reports shall be typed on 8-1/2" x 11" bond paper and shall include a cover sheet with AOC project title and AOC project number, an introduction, an executive summary, the report findings, cost estimates, photographs, and drawings. All reports shall be bound and include a front and back cover.

**.3 Studies, Analyses, Investigations, Permitting, Planning, Code Analysis including Fire, Life Safety and Americans with Disability Act Requirements (ADA).**



These services shall include field investigations, document reviews, evaluations of structures and systems, comparisons of alternatives (minimum of three alternatives), permitting applications, planning, scheduling and recommendations. Results of these services shall be documented as described in the reports, drawings, and specifications sections.

#### **.4 Estimating**

The Contractor shall provide professional services required for cost estimating, cost analysis, and cost modeling including, but not limited to, Economic Analysis, Cost-Benefit Analysis, and Life-Cycle Cost Analysis.

Cost estimates shall be fully detailed, resource loaded, and itemized by unit costs for materials, labor and equipment and subsequent unit costs. Overhead, profit and other mark-ups shall be shown as added percentages to the subtotals of the project cost. Lump sum estimates will not be accepted. Estimates shall be prepared in accordance with the requirements delineated in the latest edition of the AOC A/E Design Manual.

#### **.5 Inspection**

Inspection shall include field investigations and determination of existing conditions. It may also include monitoring the progress of construction contractors and checking for compliance with contract documents. Results of inspections shall be documented as described in the reports section above.

#### **.6 Submittal Reviews**

Submittal reviews shall include checking construction contractor submittals for compliance with contract documents. Provide the government with written comments documenting the results of the reviews. Where applicable all building, fire and life safety code comments shall be provided with references to applicable code sections.

#### **.7 Design Reviews**

Design reviews shall include checking the submittals of other A/E firms for errors and omissions, constructability, and compliance with project requirements. Provide the government with written comments documenting the results of the reviews. Where applicable all building, fire and life safety code comments shall be provided with references to applicable code sections.

#### **.8 Drawings**

The Contractor shall follow the government's standards for drawing title blocks and layouts, and shall comply with all codes and regulations relating to the work. Cover sheets shall include the AOC project title, AOC project number, a vicinity map showing the site location in relation to surrounding highways, and a more detailed location map showing the project building or site. All maps shall show scales, north arrows, and appropriate legends. Drawings shall be fully detailed and accurately dimensioned with all work completely noted, and legends provided for all symbols and abbreviations used on the drawings. Details, sections, elevations and plans shall be properly identified and cross referenced. Prior to the final submittals, the Contractor shall affix his professional seal and signature by discipline to the original drawings. Seals/signatures shall be that which is required for the location in which the work is to be performed. All drawings shall be submitted in MicroStation format. Potential exists for work being performed using BIM. Reference AOC Design Manual for further details.

#### **.9 Specifications**

Specifications shall be provided on 8-1/2" x 11" bond paper using the CSI format. Specifications shall be clear and comprehensive. The specifications shall include a cover bearing the AOC name of the project, the AOC



project number, and the name of the Contracting firm. Except where a single product of only one manufacturer is required to tie into any existing system, sole source specifications are not permitted without the AOC Contracting Officers prior approval. The Contractor may specify a single product to establish quality and performance control, but must include an or approved equal provision to insure competitive bidding. To ensure comprehensive specification, the Contractor shall not rely on the identification of one manufacturer's product to establish the required salient characteristics but shall specify the quality and performance features required by the example specified. The Contractor shall exercise continuous review procedures to ensure that specifications are applicable to the required work, free of ambiguous generalities, and are clearly and concisely written to satisfy the requirements of the intended work. All specifications shall be submitted in native WordPerfect format and electronic format as outlined in the AOC A/E Design Manual and AOC Pre-Design Manual.

#### **.10 Submittal Stages**

Projects shall be delivered in conformance with project classifications Small, Medium, and Large as outlined in the AOC A/E Design Manual and AOC Pre-Design Manual.

#### **.11 Architectural and Engineering Design**

The Contractor shall provide a full range of professional services required for design and support during the design and construction contract periods. The work effort shall be carried out within guidelines included herein and such additional information as may be furnished to the Contractor with each task order. The Contractor shall develop, obtain or cause to be obtained planning documentation, Programs of Requirements (PORs), programming, site surveys, geotechnical information, design documents, construction specifications, reports, cost estimates, necessary permits and approval documents. Sustainable Design to include new design plus retrofit strategies. LEED accredited professional capable of Green Globes or equivalent processes.

#### **.12 Government Review Procedures**

Following each submittal, the Government will return to the Contractor written review comments on the submitted work. All review comments shall be incorporated into the work prior to the next submittal. Where such comments will not be reflected in the following submittal, the Contractor shall provide the government with his written explanation of variance with the comment within seven (7) calendar days after receipt of the government review. Contractor shall provide a written disposition to each comment. In addition to submitting written review comments, the Government may elect to conduct an on-board review of the work with the Contractor and his representative staff by meeting or by telephone conference. If this method is selected, the Contractor shall prepare a written record of the results of the review meeting and forward this to the government for documentation.

#### **.13 Project Schedules**

Each task order will contain a project schedule indicating requirements for each submission and review stage in accordance with the AOC A/E Design Manual and AOC Pre-Design Manual.

#### **.14 Planning, Programming, and Project Management Support Services**

The Contractor shall provide a full range of professional services required for support of planning, programming and project management, including, but not limited to, special planning studies, project planning documents (i.e. PDDs), building information modeling (BIM), project execution plan (PEP), project definition rating index (PDRI), project delivery/contracting strategy (PDCS), post occupancy evaluation (POE), risk/gap analysis, and partnering. Project management services are those provided to the AOC on a specific project, beginning at the approved funding of a design and continuing through the completion of construction, for the purpose of planning, organizing, monitoring and reporting on the status of the project.

#### **.15 Construction Administration Services**



The Contractor shall prepare a complete log of submittals based on the construction documents that are required for the duration of a project. The log is to be submitted on electronic media in .xls format. The Contractor shall review and recommend for action all submissions of product data, shop drawings, calculations, coordination drawings, samples, certifications, test reports, and mock-ups for compliance with Contract Documents, consistency between drawings and specifications, consistency between disciplines, and reasonableness of tolerances. The Contractor shall ensure that submittals do not deviate from contract requirements and is responsible for proper coordination of the reviews of its sub-consultants. It is a further requirement that comments on all submittals are returned to the AOC within 14 calendar days from transmittal. The Contractor shall immediately return any incomplete, nonconforming submittal to the AOC without further review with a statement why the return is being made. Contractor should anticipate a resubmittal review of 50% of all submittals. The Contractor will maintain email communication with the AOC throughout the duration of this engagement.

**END OF SECTION C**

## Section D - Packaging and Marking

### D.1

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Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- .1 Name and business address of the contractor;
- .2 Contract and Task Order number;
- .3 Project Title;
- .4 Project number;
- .5 Point of Contact; and
- .6 Date of transmittal.

(End of clause)

## Section E - Inspection and Acceptance

AOC52.246-5

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Inspection and Acceptance - Architect - Engineer Services (Nov 2004)

The Contracting Officer or his duly authorized representative will perform inspection and acceptance of services and deliverables that are provided under this contract.

(End of clause)



## Section F - Deliveries and Performance

### F.1

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#### TERM OF CONTRACT

The term of contract shall be from October 1, 2008 through September 30, 2009 with four (4) option year(s). The base contract period shall be for 12 months or \$2,000,000. per contract, whichever occurs first. The exercising of an Option Period shall be in accordance with Article 52.217-9 Option to Extend the Term of the Contract. The total duration of the base and option periods shall not exceed five (5) years, or \$10 million per contract, whichever occurs first.

Term of performance for Option Period if exercised, shall be as follows:

- Option Period 1: October 1, 2009 through September 30, 2010
- Option Period 2: October 1, 2010 through September 30, 2011
- Option Period 3: October 1, 2011 through September 30, 2012
- Option Period 4: October 1, 2012 through September 30, 2013

## Section G - Contract Administration Data

### AOC52.201-1

Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

### AOC52.201-2

Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

### AOC52.211-1

KEY PERSONNEL (Apr 2007)

(a) The Contractor shall assign to this contract the following key personnel as proposed in the Contractor's technical proposal:

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No. \_\_\_\_\_

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.



(End of clause)

#### AOC52.223-5

##### Special Security Requirements - Services (Jun 2007)

- (a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.
- (e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.
- (f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.
- (g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.
- (h) The Contractor is fully responsible to return:
- (1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;
  - (2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and
  - (3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.
- (i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.
- (j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

#### AOC52.223-6

##### SPECIAL SECURITY REQUIREMENTS - U.S. SUPREME COURT (MAR 2007)



- (a) All contractor personnel including both prime contractor and subcontractor personnel ("contractor personnel") performing work for or at the Supreme Court under this contract will be subject to a security investigation.
- (b) The contractor will provide the Supreme Court Police the full name, social security number, place of birth, and date of birth for all contractor personnel performing work for or at the Supreme Court, in a single package within one week of contract award. All security investigation requests will be identified with the AOC contract number under which the work will be performed.
- (c) Contractor personnel will not be permitted access to the Supreme Court job site until completion of a favorable Supreme Court Police security investigation. Upon completion of a favorable security investigation contractor personnel will be issued a Supreme Court contractor identification card. The contractor identification card shall be returned immediately to the Supreme Court Police upon completion of work on site by the individual, the contractor's completion of all work on site under the contract, the expiration date of the contractor identification card, or on demand by the Supreme Court Police. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.
- (d) Any of the contractor's personnel who are perceived by the Contracting Officer or the Marshall's Office of the Supreme Court as a security risk, as a result of evidence discovered during the security investigation, will not be issued a Supreme Court contractor identification card and will be denied access to the job site. The contractor is required and will be directed by the Contracting Officer to remove such person from performance of any of the contract work, whether it be on or off the work site. Any contractor personnel perceived as a security risk after being issued a contractor identification card, may be ordered to return the identification card immediately to the Supreme Court police and may be denied access to the job site.
- (e) In addition to the security investigation and contractor identification requirements identified above, all contractor personnel permitted on site at the Supreme Court must be escorted by AOC personnel assigned to work at the Supreme Court under the Superintendent, Facilities Manager Office. Contractor personnel found within the Supreme Court premises without an escort will be removed from the site. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.
- (f) All vehicles and contents used by the contractor and/or the Contractor's subcontractors or suppliers which enter or leave Supreme Court property during the performance of the work, will be subject to inspection, identification and clearance procedures. The contractor will notify and provide a bill of lading to the Supreme Court Police 24 hours in advance of any vehicles arriving at the job site. Vehicles are to report to the Supreme Court Police at the Second and East Capitol Street entrance, or as otherwise instructed, for inspection. In addition to the inspection of the vehicle and its contents, all drivers and helpers will be required to pass through a Magnetometer. All persons possessing weapons or contraband will be subject to arrest and prosecution.
- (g) The Contractor is fully responsible to return:
- (1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;
  - (2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and
  - (3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.
- (h) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (g) above to the Contracting Officer's Technical Representative (COTR).
- (i) The Contractor's failure to return an ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.  
(End of clause)

AOC52.223-7

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Special Security Clearance and Inspection Procedures (Jun 2004)

- (a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled U.S. CAPITOL POLICE NOTICE in Section J for instructions prior to delivery.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.



(End of clause)

#### AOC52.223-8

#### DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2007)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (1) List of drivers;
- (2) Date of birth for each driver;
- (3) Social Security Number of each driver;
- (4) Vehicle make;
- (5) Vehicle model;
- (6) License tag number and state where vehicle is licensed;
- (7) Color of vehicle; and
- (8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728. Updates to the information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(f) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U. S. Capitol Police whenever repetitive deliveries are anticipated.

(End of clause)

#### AOC52.242-2

#### CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

G.1

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#### **APPROVAL OF SUBSTITUTE CONTRACTOR PERSONNEL**

(a) During the first ninety days of performance, the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. )After the initial 90-day period), the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the SCHEDULE OF ITEMS in Section B).

(d) the special security requirement in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)



## Section H - Special Contract Requirements

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## Section I - Contract Clauses

52.242-14

### Suspension of Work (Apr 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed-
- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

AOC52.236-6

### Archeological or Historic Sites (AoC) (May 2005)

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer and /or his duly authorized representative immediately.

(End of clause)

52.216-22

### Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

52.217-8

## Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [insert the period of time with which the Contracting Officer may exercise the option].

(End of clause)

## 52.217-9

## Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (months)(years).

(End of clause)

## 52.232-18

## Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.249-8

## Default (Fixed-Price Supply and Service) (Apr 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control



of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### AOC52.202-1

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##### Definitions (Jun 2004)

(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.

(b) The term "Architect" as used herein means the Architect of the Capitol.

(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

#### AOC52.203-1

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##### Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.



(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

#### AOC52.203-2

##### Disclosure of Information to the General Public (Jun 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

#### AOC52.203-3

##### Officials Not to Benefit (Nov 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

#### AOC52.203-4

##### Dissemination of Contract Information (Nov 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

#### AOC52.203-5

##### Confidentiality Requirement (Nov 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

#### I.1

##### **SENSITIVE CONFIDENTIAL MATERIALS - CONTROLLED ACCESS (FEB 2008)**

Contractor agrees that all drawings, plans, specifications, sketches, reports, photographs, and video recordings and like materials supplied by the Architect to the Contractor or produced by the Contractor under this Contract (collectively, "Sensitive Confidential Materials") shall be considered confidential and/or proprietary. The

Contractor further agrees not to disclose Sensitive Confidential Materials to a third party without the prior written consent of the Architect.

The Contractor shall limit access to Sensitive Confidential Materials to only those employees of the Contractor or of the Contractor's subcontractors and consultants of any tier whose duties and responsibilities require such access for performance of the work under this Contract. The Contractor shall not copy, disseminate or distribute Sensitive Confidential Information without express written permission of the Architect. The Contractor shall not transmit the Sensitive confidential Information by or make the Sensitive Confidential Information available on the internet, world wide web, modem or like media without express written permission of the Architect. Sensitive Confidential Information, or copies thereof, shall be returned to the Architect upon completion of the work or immediately destroyed upon the Architect's request.

The Contractor shall secure appropriate agreements with each of its employees and subcontractors and consultants of any tier assigned to the project so that each will agree to the obligations of this clause prior to such persons being exposed to Sensitive Confidential Information.

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#### AOC52.204-1

Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

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#### AOC52.204-4

AOC52.204-4 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the Social Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify the employment eligibility of both citizen and non-citizen new hires. All contractors receiving AOC contracts are strongly encouraged to use this program to verify the status of their personnel. Information about the program can be obtained at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) or by calling 1-888-464-4218.

(c) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally-controlled facility or access to a Federal information system.

(End of clause)

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#### AOC52.215-10

Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.



(End of clause)

#### AOC52.215-11

##### Audits (Jun 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for \_\_\_\_\_ (identify by description) are accurate and complete and they are current as of \_\_\_\_\_ (date).

Date of Execution \_\_\_\_\_

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_"

(c) The Contracting Officer in accordance with the FAR clause Audit and Records - Negotiation , 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

#### AOC52.216-6

##### Undefinitized Contract Actions (Mar 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and incorporated by reference under any undefinitized contract issued.

(b) The scope of work as originally issued on the undefinitized contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable.

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of the funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home



address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

#### AOC52.219-1

##### Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

#### AOC52.222-3

##### Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

#### AOC52.222-4

##### Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

#### AOC52.223-3

##### Security Markings (Jun 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be sensitive but unclassified (SBU). The following statement shall be imprinted on each page of drawings:

PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO  
UNAUTHORIZED USERS IS PROHIBITED  
Do not remove this notice  
Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO  
UNAUTHORIZED USERS IS PROHIBITED  
Do not remove this notice  
Properly destroy documents when no longer needed

(End of clause)

#### AOC52.223-4

##### Transmission or Posting of Drawings/Specifications (Jun 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

#### AOC52.223-9

##### Accident Prevention and Safety and Health Programs (Sep 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the areas is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

#### AOC52.227-2

##### Unlimited Government Rights (Nov 2004)

The Government shall have unlimited rights, for the benefit of the Government, in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other Government work without additional cost to the Government; and with respect thereto the contractor agrees to and does hereby grant to the Government a royalty-free license to all such data which the contractor may cover by copyright and to all designs as to which the contractor may assert any rights or establish any claim under the design patent or copyright laws. The contractor agrees to furnish and to provide access to all such materials on the request of the Contracting Officer.

(End of clause)

#### AOC52.228-2

##### Insurance - Work on a Government Installation (Jul 2005)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:



"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### AOC52.228-3

##### Professional Liability Insurance (Nov 2004)

The contractor shall maintain a minimum of \$1,000,000.00 professional liability insurance for errors and omissions during the contract period. The Contractor shall be required to present evidence to show, as a minimum, the amount of insurance required above.

(End of clause)

#### AOC52.228-4

##### Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

#### AOC52.231-1

##### Travel Costs (Nov 2004)

(a) Travel and subsistence expenses incurred in the direct performance of this contract shall be reimbursed in accordance with the contractor's established policy, subject to the limitations set forth herein, pursuant to the Federal Acquisition Regulation (FAR) Subpart 31.205-46, establishing the Federal Travel Regulations procedures.

(b) Travel shall not be reimbursed in excess of the cost of first class rail or of the cost of first class rail or of the lowest customary standard, coach or equivalent airfare offered during normal business hours, except where the contractor certifies as to unavailability of accommodations, or necessity to travel during other than normal business hours based solely on the Government's requirement for performance.

(c) Subsistence for lodging, meals and incidental expenses shall be reimbursed based on actual costs incurred only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.



(End of clause)

#### AOC52.232-6

#### Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jun 2004)

##### (a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

##### (d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that

shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

(4) The name, address, and 9 digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7

Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work



performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

#### AOC52.232-10

##### Payments - Architect-Engineer Services - Supplement (Aug 2006)

(a) Invoices may be submitted at the end of each month in which services are performed by the Contractor and shall be submitted in accordance with FAR 52.232-10 Payments Under Fixed-Price Architect-Engineering Contracts. Properly certified invoices shall be FAXED to: Accounting Division, Architect of the Capitol, at (202) 226-2580. Information concerning the status of invoices and payments may be obtained by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following information on the invoice:

- (1) Contract number;
- (2) Task order number, if applicable;
- (3) Title and location of project;
- (4) Project number;
- (5) Name and address of the Contractor;
- (6) Request number;
- (7) Unique invoice number for that particular invoice;
- (8) Period the payment covers;
- (9) Amount by line item including quantity and unit pricing (see the SCHEDULE OF ITEMS in Section B), the fee, percent completed, amount earned, retainage (if applicable), previous billing, current billing, and any reimbursables;
- (10) Amount requested; and
- (11) Signature and date signed by the representative of the contractor.

(b) Payments will be made directly through Direct Deposit/Electronic Funds Transfer (DD/EFT) in accordance with AOC52.232-6 Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

(c) Retainage under any contract action awarded by the Architect functioning in the capacity as a Contracting Officer for the agency shall be released by the Architect rather than an administrative Contracting Officer.

(End of clause)

#### AOC52.232-12

##### Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

#### AOC52.233-2

##### Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount



of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

#### AOC52.233-4

##### Damages for Delay (Nov 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

#### AOC52.236-14

##### National and Local Codes (Nov 2004)

The design approach shall comply with national and local codes.

(End of clause)

#### AOC52.245-2

##### Government-Furnished Property (Nov 2004)

(a) For the purposes of this clause, Government-furnished property includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return

of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

## I.2

### **I.2 ORDERING**

.a Any services to be ordered under this contract shall be ordered by issuance of a written delivery or task order executed by an authorized Contracting Officer or Ordering Officer. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

.b Authorized Ordering Officers are:

- .1 The Architect of the Capitol with unlimited monetary authority;
- .2 Procurement Division Contracting Officers within their delegated authority.
- .3 The following agencies may also fund and issue their own task orders under this contract, but only after obtaining consent from the Director and/or Deputy Director of Procurement for the Architect of the Capitol.
  - .1 United States House of Representatives,
  - .2 United States Senate;
  - .3 United States Capitol Police (to include the United States Capitol Police Board),
  - .4 Library of Congress,
  - .5 Office of the Attending Physician,
  - .6 United States Supreme Court and
  - .7 Administrative Office of the United States Courts.

.c Individual Order Monetary Limitations

.1 Except for the purpose of satisfying the minimum guarantee, individual task orders are limited to a minimum amount of \$5,000. The Contractor is not obligated to honor orders received for less than the minimum ordering amount although the Contractor may choose to honor the order. In the event the contractor chooses not to honor the order, it must be returned to the ordering officer within five (5) calendar days with the Contractor's written rejection of the order.

.2 The maximum dollar amount of any order is \$2,000,000.

.d Each order shall contain the following:

- .1 a clear description of all services to be performed or supplies to be delivered;
- .2 date of the order;
- .3 date of required completion of services or delivery of supplies;
- .4 the contract number and individual order number and item number from Section B of the contract for the service(s) or supplies being ordered;
- .5 description of the item, quantity and unit price if firm fixed priced unit pricing is provided in Section B of the contract or a total estimated dollar amount where pricing in Section B is time and material and/or labor hour or cost;
- .6 place of delivery or performance;
- .7 accounting and appropriation data with a total dollar amount or total estimated dollar amount for the order.

### **I.3 COMPETITION FOR INDIVIDUAL TASK ORDERS**

.a Competition for issuance of Task Orders is limited to those awardees under this contract. All awardees shall



be given a fair opportunity to be considered for each Order. Upon determining the need to issue a Task Order, all awardees will be considered equally against the stated criteria.

**.b** Unless the Contracting Officer applies the exceptions noted below, each Task Order will be awarded, as a result of competition, to the Contractor who offers the best value to the Government considering the criteria specified. The contracting Officer's decision for award of an Order is not protestable unless the protest is on the grounds that the order is outside the scope of the contract.

**.c** Each Contractor shall be given a fair opportunity to be considered for award of an Order. The Contracting Officer reserves the right to make award of an Order without competition based upon a determination that the Government's interest are best served by:

- .1** awarding a follow-on effort to a previous Task Order to the incumbent contractor;
- .2** using past performance as sole factor in determining award of a Task Order;
- .3** placing an Order with a Contractor without competition when it becomes evident that the minimum guarantee must be satisfied;
- .4** placing an Order with a Contractor without competition because the services are of unique nature and only one Contractor is capable of providing the level of quality to satisfy the Government's requirements; or
- .5** placing an Order with a Contractor without competition when an unusual and compelling urgency exists that would be harmful to the Government if an Order was not issued promptly.

#### **I.4 REQUIREMENT FOR TASK ORDER PROPOSALS**

**.a** Estimating software.

**.1** All proposals shall be prepared using the estimate material categories and levels of detail specified within the AOC A/E Design Manual.

**.2** Units, unit pricing, quantities, material, equipment and labor shall be clearly identified. Lump sum pricing shall be held to a minimum.

**.b** The Government is not obligated to obtain written proposals or hold discussions prior to award of an Order. If the Government determines that proposals are necessary, proposal may be submitted in writing or oral form at the discretion of the Contracting Officer. Should all proposals contain deficiencies that would preclude awarding the Order, exchanges will be held to resolve the deficiencies and Contractors will be provided an opportunity to submit final proposal revisions.

**.c** A written cost proposal will be requested at the Contracting Officer's discretion, however cost reasonableness shall be taken into consideration prior to award of a Task Order. Costs associated with preparation, presentation, and/or discussion of a Contractor's Task Order proposal shall not be an allowable direct cost against this contract.

**.d** Technical Proposal, if required, may address one or more of the following factors:

- .1** The Contractor's technical understanding of the work;
- .2** The most efficient and effective plan to accomplish the work;
- .3** The background and experience of Contractor's key personnel.

#### **I.5 SELECTION CRITERIA FOR INDIVIDUAL TASK ORDERS**

One or more of the following criteria may be considered when Contractors compete for award of a Task Order:

- (1) Past performance
- (2) Quality of Deliverables



- (3) Ability to meet Schedule Requirements
- (4) Relevant Experience
- (5) Cost Control and/or Cost and Price.

#### 52.236-22

##### Design Within Funding Limitations (Apr 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) of this clause. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) of this clause, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$\_\_\_\_\_.

(End of clause)

#### 52.252-2

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.gsa.gov](http://www.gsa.gov) or [www.arinet.gov](http://www.arinet.gov)

(End of clause)

#### AOC52.233-1

##### Disputes (Mar 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.



(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

### Clauses By Reference

Clause	Title	Date
52.203-3	Gratuities	11/08/2006
52.203-5	Covenant Against Contingent Fees	11/08/2006
52.203-6	Restrictions On Subcontractor Sales To The Government	11/08/2006
52.215-2	Audit and Records--Negotiation	11/08/2006
52.222-26	Equal Opportunity	03/22/2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	11/08/2006
52.222-36	Affirmative Action For Workers With Disabilities	11/08/2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	11/08/2006
52.223-2	52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Dec 2007)	12/07/2007

Clause	Title	Date
52.223-6	Drug Free Workplace	11/08/2006
52.229-3	Federal, State And Local Taxes	11/08/2006
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	11/08/2006
52.232-11	Extras	11/08/2006
52.232-23	Assignment Of Claims	11/08/2006
52.236-23	Responsibility of the Architect-Engineer Contractor	11/08/2006
52.236-24	Work Oversight in Architect-Engineer Contracts	11/08/2006
52.236-25	Requirements for Registration of Designers	11/08/2006
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	11/08/2006
52.242-13	Bankruptcy	11/08/2006
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	11/08/2006
52.249-7	Termination (Fixed-Price Architect-Engineer)	11/08/2006
52.253-1	Computer Generated Forms	11/08/2006
52.243-1 Alt III	Changes--Fixed Price - Alternate III	11/08/2006



## Section J - List of Attachments

J.1

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Attachment No. J.1 SUPPLIES OR SERVICES AND PRICE /COST

Attachment No. J.2 REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (For information purposes only)

Attachment No. J.3 ACH VENDOR PAYMENT FORM

Attachment No. J.4 AOC Design Manual

Attachment No. J.5 AOC Design Standards

Attachment No. J.6 AOC Pre-Design Manual

Attachment No. J.7 Past Performance Questionnaire

## Section K - Representations, Certifications and Other Statements of Offerors

### 52.203-2

#### Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision  
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

### 52.204-3

#### Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal



Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(End of provision)

52.209-5

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Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.223-1

##### Biobased Product Certification (Dec 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

#### AOC52.204-2

##### Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;



- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number: \_\_\_\_\_.

(End of provision)

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#### AOC52.204-3

##### Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

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#### AOC52.209-1

##### Organizational and Personal Conflicts of Interest (Nov 2004)

(a) The offeror and resultant contractor certifies that, to the best of the its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract.

(End of provision)

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#### AOC52.215-8

##### Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(End of provision)

#### AOC52.219-2

#### Small Business Representations and Certifications (Nov 2007)

(a) If this procurement exceeds \$100,000 the North American Industry Classification System (NAICS) code for this procurement is \_\_\_\_\_ and the small business size standard is \_\_\_\_\_ (if this requirement is for manufacturing or trade) or \$ \_\_\_\_\_ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

- \_\_\_\_\_ Nonprofit organization (do not check any other box).
- \_\_\_\_\_ Large business (do not check any other box).
- \_\_\_\_\_ Foreign contractor (do not check any other box).
- \_\_\_\_\_ State/local/Federal government agency (do not check any other box).
- \_\_\_\_\_ Small business (see 13 CFR Part 121).
- \_\_\_\_\_ HUBZone small business (see 13 CFR Part 126).
- \_\_\_\_\_ Small disadvantaged business (see 13 CFR 124.1002).
- \_\_\_\_\_ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
- \_\_\_\_\_ Veteran-owned small business (see 38 U.S.C. 101(2)).



\_\_\_\_\_ Women-owned small business.

(End of provision).

## Section L - Instructions, Conditions and Notices to Offerors

### 52.216-1

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#### Type of Contract (Apr 1984)

The Government contemplates award of a [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

### 52.216-27

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#### Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

### AOC52.204-5

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#### Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

### AOC52.206-1

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#### Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

### AOC52.215-1

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#### Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.



Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: [Contract Specialist's name], Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to [Contract Specialist's name] to [(202) 225-3221] at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2

## Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [email address] or via facsimile to [fax number].

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3

## Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

AOC52.215-6

## Preparation of Proposals (May 2007)

(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.



(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 18 and return Sections A, B, and K of this solicitation package. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

AOC52.215-9

Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

L.1

## **L.1 PROPOSAL COMPOSITION**

.1 Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article, INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL of this section, Price Proposal, which shall be prepared as described and set forth in the article entitled, INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL of this section.

.2 The Technical and Price Proposal portions of each proposal tendered shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled SUBMISSION OF ORRERS of this section and submitted in the following number of copies:

.1 Technical Proposal - One original and three (3) copies;

.2 Price Proposal - One original and two (2) hard copies and one CD ROM of Schedule;

.3 Technical Proposal shall be printed on 8-1/2" x11" paper using a font size of no less than 11. Total number of pages for the entire Technical Proposal is limited to one hundred twenty-five (125). Pages beyond 125, not including tabs, will be removed.

.4 the SOLICITATION, OFFER, AND AWARD from (original signature required in Block 20B);

.5 the SCHEDULE page. The Schedule shall be provided both in hard copy and as an Excell spreadsheet on a CD ROM.

.6 the REPRESENTATIONS AND CERTIFICATIONS .

.3 Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

## **L.2 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL**



The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Architect of the Capitol and shall be subdivided into five subsections. The Offeror shall provide a description of:

- Factor 1 - Corporate Experience
- Factor 2 - Management Plan
- Factor 3 - Past Performance
- Factor 4 - Technical Approach
- Factor 5 - Subcontractor Management Capabilities

**.1 Corporate Experience** with all architectural and engineering design disciplines, including, but not limited to: architectural, mechanical, HVAC, electrical, normal and emergency power systems, interior/exterior lighting systems, electronics, fire protection, safety, plumbing, roofing and waterproofing, structural, civil, elevator, security, site security, blast, telecommunications, traffic, food service design, green design, sustainable design, LEED accredited professional, landscape design, accessible design, interior design, geotechnical engineering, seismic analysis and design, acoustical and audio visual engineering, electronic 3-D computer modeling/renderings, architectural lighting design, historic architecture, historic preservation architect, materials conservation, environmental engineering and consulting, industrial hygienist, code specialist, code analysis and confirmation, energy management services, alternative energy services, CAFM (Computer Aided Facility Management) services, design competition, design standards, reports (i.e. historical structures reports), studies (i.e. energy management, conservation, lighting studies), Programs of Requirements (POR), surveys (i.e. geotechnical, forensics surveys), analysis (i.e. historical decorative paint analysis), tests, investigations, inspections, permitting, construction administration services, submittal reviews, design reviews, value engineering (VE), third party VE, peer review, drawings, specifications, performance specifications, cost modeling, cost estimating, cost analysis, and scheduling. Production of Historic American Building Survey (HABS) and Historic American Engineering Record (HAER) drawings and photography in strict accordance with Department of Interior Standards. Project Management support services including, but not limited to: special planning studies, project planning documents (i.e. PDD), programming, project management, building information modeling (BIM - if Offeror cannot cite experience using BIM on past projects, then the Offeror must include a plan in which the use of BIM will be incorporated into project design for each of the architecture/engineering disciplines), project execution plan (PEP), project definition rating index (PDRI), post occupancy evaluation (POE), risk/gap analysis, and partnering.

- .1 Project, location;
- .2 Contracting Agency/Owner/Point of Contact/Phone Number;
- .3 Date of award and completion dates(s);
- .4 Key personnel/subcontractors involved and their specific experience;
- Brief description of project;
- .6 Project cost estimate and actual cost of project;
- .7 Project schedule, projected and actual for relevant projects;
- .8 Other materials (Letters of reference, Juried awards, etc).

## **.2 Management Plan**

- .1 Provide an executive summary of your contract management plan. The plan should reflect key management functions and managerial authority for prime and subcontractors. At a minimum, key functions of staffing, subcontracting, and financing should be identified.
- .2 Provide your management team, identifying intended roles on this particular contract with resumes for each citing specific relevant experience.
- .3 Provide the location(s) where work will be performed and how your company plans to respond to AOC needs within twenty-four (24) hours if required.



.4 Identify your plan to accomplish multiple task orders simultaneously and within compressed time schedules.

.5 Provide your company Quality Control (QC) program and indicate procedures used for design coordination.

.6 Provide the following information regarding your company's security capabilities:

.1 List of staff with security clearance (and clearance level).

.2 Identify if your company has a secure facility for handling and maintaining classified documents.

.3 Identify the overall security measures of the facility as well as the company's office.

.7 Provide your capabilities to furnish design drawings in Bentley Systems MicroStation, TriForma BIM formats and specifications in CSI MasterFormat 2004 (or subsequent editions) in native WordPerfect format. If Offeror cannot cite experience using BIM in past projects, then the Offeror must include a plan in which the use of BIM will be incorporated into project design for each of the architecture/engineering disciplines

### **.3 Past Performance**

.1 The Government will use references provided in response to Factor 1 Corporate Experience noted above, and may use other references/information to verify past performance.

.2 The offeror may provide awards, letters or other documentation as it relates to their Past Performance.

.3 The proposal shall identify past projects executed by the proposed project team (or selected team members) and include references or letters which will describe the team performance.

**.4 Technical Approach** - The offeror shall discuss in outline form, with brief narratives, the general process the firm uses in the implementation of a typical rehabilitation project in a monumental building. The outline shall include specific tasks and other items the firm deems critical to a generic technical approach for most projects.

### **.5 Subcontractor Management Capabilities**

.1 It is expected that the AOC will contract with the Offeror for work of a limited and specific nature to be led by a subcontractor that is part of the Offeror's project team. The Offeror shall be responsible for ensuring project oversight and limited management. The fee structure for subcontractor led projects shall be identified according to the Schedule in Section B of the Solicitation.

.2 Describe, in detail, your firm's subcontractor selection and management process. Describe your firm's subcontractor management structure and the level of corporate oversight.

.3 Discuss services that will be provided by subcontractors and your processes used to ensure consistent satisfactory performance of subcontractors.

.4 Provide names of subcontractors and resumes of key personnel within the firm assigned to this contract.

## **L.3 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL**

.1 The offeror shall submit the Price Proposal in an original and two(2) hard copies complete with all applicable offeror's signatures, (including Block 15 of page 1), and appropriate information entered in the Representations and Certifications in Section K. Offeror shall also provide an Excell spreadsheet of the Schedule on a CD ROM.

.2 The offeror shall enter burdened rates for each of the disciplines and cost-reimbursement items on the Schedule pages in Section B for the base period plus the four (4) option periods, which shall represent the costs for negotiating future task orders. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

.3 The Offeror shall identify the proposed fee structure for sub-contractor led projects. Rates of each discipline shall not differ from those identified as part of the Schedule in Section B of the Solicitation but the proposed formula(s) and/or methods for oversight costs shall be clearly defined.

.4 the Offeror s ACH form shall also be included in the Price Proposal.



## Section M - Evaluation Factors for Award

### M.1

#### M.1 EVALUATION CRITERIA

**.1 General Requirements:** The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified herein are defined below. The criteria are divided into Technical and Price categories. The Technical Evaluation Criteria, when combined, are significantly more important than price. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the proposed prices will increase.

**.2 Technical Evaluation Criteria:** the criteria to be used in assessing the quality of each proposal are listed below in their descending order of importance for each factor and sub-factor. The Technical Factors considered together are more important than Cost/Price.

#### .3 Corporate Experience

**.1** Proposals will be evaluated to determine whether, and the extent to which, the offeror and its proposed major subcontractor(s), if applicable, have demonstrated current, or recently completed, contract(s) within the past ten (10) years, including successfully managed contracts either for at least three (3) projects for rehabilitation and restoration in historic monumental buildings or, at least two (2) projects for rehabilitation and restoration in historic monumental buildings and construction of one (1) new public building in a historic context. Demonstrate current, or recently completed contract(s) within the past five (5) years, including successfully managed contracts for at least three (3) projects for energy and sustainable design projects as evidenced by projects receiving LEED/Green Globecertifications, and include the level of certification issued for each project. Demonstrate current or recently completed contract(s) that either your firm or a member of your team of subcontractors have included in this proposal, within the past five (5) years, including successfully managed contracts for at least three (3) projects for project management support services. Include experience citing specific examples of projects using BIM and cite specific disciplines and scales which have been used. If Offeror cannot cite experience using BIM in past projects, then the Offeror must include a plan in which the use of BIM will be incorporated into project design for each of the architecture/engineering disciplines.

**.2** Proposals will be evaluated to determine whether, and the extent to which, the offeror has demonstrated their expertise and success in developing project schedules and estimating project costs. Presents information showing total project estimated costs and final actual project costs. Presents information showing projected and actual schedules for past projects.

#### .4 Management Plan

**.1** Evaluation of the Management Plan and its subfactors is intended to identify those offerors with the knowledge, expertise, experience, resources and best management practices and procedures to fulfill the requirements of the contract. Proposals will be evaluated to determine the degree to which the offeror's Management Plan offers enhanced value or lower risk to the Government. In addition, proposals will be evaluated to determine whether and the extent to which, the offeror has proposed a staffing mix with satisfactory experience (including experience working on comparable projects), education, certifications, knowledge and capability to perform work requirements.

**.2** Has proposed an organizational structure and management that clearly demonstrates that functions and relationships are logically and clearly defined; that Project Managers have adequate authority to effectively manage the project; and that adequate support is available from the home office when needed.



.3 Has provided a detailed narrative describing the proposed management systems which demonstrate that adequate methods are in place to ensure that high levels of quality and cost control will be maintained.

## **.5 Past Performance**

Proposals and Past Performance Questionnaires received from customer references will be evaluated to determine whether, and the extent to which, the offeror and its proposed major subcontractor(s), if applicable, have demonstrated a satisfactory record of conforming to contract requirements and to standards of good workmanship; a satisfactory record of forecasting and controlling costs; a satisfactory record of adhering to contract schedules, including the administrative aspects of performance; a satisfactory history of reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, evidence of a business-like concern for the interest of the customer. Include information on projects in which the Offeror and the sub-contracting team has worked together.

It is the offeror's responsibility to ensure that Past Performance Questionnaires are completed and timely submitted by customer references, and that correct names, addresses and phone numbers are provided in the proposals for each reference. An offeror will not be penalized in the evaluation with an unfavorable rating for the failure of its customer references to complete and submit the Past performance Questionnaires. The Government may contact offeror customer references or use other references/information to verify past performance.

## **.6 Technical Approach**

Proposals will be evaluated to determine whether, and the extent to which, the offeror has demonstrated the general process the firm uses in the implementation of a typical rehabilitation project in a monumental building including specific tasks and other items critical to a generic technical approach.

## **.7 Subcontractor Management Capabilities**

.1 Has described in detail your firm's subcontractor selection and management process; has described the work that will be performed by the offeror and work that will be performed by the subs; has described, in detail, how your firm ensures that each subcontractor has the relevant experience for this contract and has provided criteria used in awarding subcontracts.

.2 Has described your firm's subcontractor management structure and the level of corporate oversight; has discussed processes which will be used to ensure consistent satisfactory performance of subcontractors; and has provided the names and qualifications for the proposed subcontractors.

.3 Has described subcontractor management with respect to work schedules, safety and environmental compliance, change order request and quality of work.

.4 Proposals will be evaluated to determine whether, and the extent to which the offeror has discussed the methods used by your firm to develop subcontracting possibilities for minority enterprises and small business concerns.

.5 Demonstrated current or recently completed contract(s) within the past five (5) years, including successfully managed contract for at least three (3) projects for project management support services citing specific examples of successful projects using BIM and citing specific disciplines and scales which have been used.

## **M.2 VISIT TO OFFEROR'S LOCAL OR CORPORATE OFFICES**

During the evaluation process the Government may choose to visit the Offeror's local office or corporate offices in order to ascertain whether the offeror has the tools, staffing and support available for use by the



AOC52.215-5A

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Contract Award - Source Selection Procedures

(a) The Government may award up to ten (1) Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts resulting from the solicitation to the responsible offeror's whose offeror conforming to the solicitation will be most advantageous to the Government, cost or price and other factors specified elsewhere in this solicitation, considered.

(b) The Government may

- (1) Reject any or all offers if such action is in the public interest;
- (2) Accept other than the lowest offeror; and
- (3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) A written award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer does not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exist when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 GENERAL DESCRIPTION

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities for miscellaneous architectural and engineering services and planning and project management support services for the Architect of the Capitol (AOC) for a base period plus four option years. Failure to submit burdened hourly rates for all disciplines shall be cause for rejection.

The contractor must be able to respond - to Government contacts/communications within 24 hours (one workday) during the day-to-day performance of this contract.

Any items of direct cost indicated in the following Schedule and associated with each individual task order will be addressed at time of negotiation and issuance of work order(s).

Special subconsultant costs (if any) and A/E – mark-up of subconsultant costs for coordination and handling will be negotiated on a task by task basis, as needed.

#### B.2 SCHEDULE

Contractor shall provide fully burdened hourly rates for the disciplines listed.

#### BASE PERIOD (October 1, 2008 through September 30, 2009)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Fully Burdened Hourly Rate</u>
0001	Principal .....	\$ .....
0002	Project Manager .....	.....
0003	Architect .....	.....
0004	Senior Architect .....	.....
0005	Preservation Architect .....	.....
0006	Architectural Historian .....	.....
0007	Materials Conservator .....	.....
0008	Civil Engineer .....	.....
0009	Senior Civil Engineer .....	.....
0010	Structural Engineer .....	.....
0011	Senior Structural Engineer .....	.....
0012	Mechanical Engineer .....	.....
0013	Senior Mechanical Engineer .....	.....
0014	Electrical Engineer .....	.....
0015	Senior Electrical Engineer .....	.....
0016	Electronics Engineer .....	.....
0017	Senior Electronics Engineer .....	.....
0018	Plumbing Engineer .....	.....



0019	Senior Plumbing Engineer .....	_____
0020	Elevator Engineer .....	_____
0021	Senior Elevator Engineer .....	_____
0022	Environmental Engineer .....	_____
0023	Senior Environmental Engineer .....	_____
0024	Geotechnical Engineer .....	_____
0025	Senior Geotechnical Engineer .....	_____
0026	Fire Protection Engineer .....	_____
0027	Senior Fire Protection Engineer .....	_____
0028	Industrial Hygienist .....	_____
0029	Certified Industrial Hygienist .....	_____
0030	LEED Accredited Professional .....	_____
0031	Survey Team .....	_____
0032	Cost Estimator .....	_____
0033	Specification Writer .....	_____
0034	Administrative/Clerical .....	_____
0035	Computer Assisted Design (CAD)Tech. ....	_____
0036	Mechanical Computer Assisted Design Tech. ....	_____
0037	Electrical Computer Assisted Design Tech. ....	_____

**Cost Reimbursement Items**

**Cost Per Item**

0038	Photo Copies 8.5 x 11 .....	_____
0039	Photo Copies 11 x 17 .....	_____
0040	Color Copies 8.5 x 11 .....	_____
0041	Color Copies 11 x 17 .....	_____
0042	Binding 8.5 x 11 .....	_____
0043	Binding 11 x 17 .....	_____
0044	Plotting 32# Presentation Paper .....	_____
0045	Reproduction Copies .....	_____
0046	Subcontractor Markup % .....	_____

**OPTION PERIOD ONE**  
**(October 1, 2009 through September 30, 2010)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>Fully Burdened Hourly Rate</u></b>
1001	Principal .....	\$ _____
1002	Project Manager .....	_____
1003	Architect .....	_____
1004	Senior Architect .....	_____
1005	Preservation Architect .....	_____
1006	Architectural Historian .....	_____
1007	Materials Conservator .....	_____
1008	Civil Engineer .....	_____
1009	Senior Civil Engineer .....	_____
1010	Structural Engineer .....	_____
1011	Senior Structural Engineer .....	_____
1012	Mechanical Engineer .....	_____
1013	Senior Mechanical Engineer .....	_____
1014	Electrical Engineer .....	_____
1015	Senior Electrical Engineer .....	_____
1016	Electronics Engineer .....	_____
1017	Senior Electronics Engineer .....	_____
1018	Plumbing Engineer .....	_____
1019	Senior Plumbing Engineer .....	_____
1020	Elevator Engineer .....	_____
1021	Senior Elevator Engineer .....	_____
1022	Environmental Engineer .....	_____
1023	Senior Environmental Engineer .....	_____
1024	Geotechnical Engineer .....	_____
1025	Senior Geotechnical Engineer .....	_____
1026	Fire Protection Engineer .....	_____
1027	Senior Fire Protection Engineer .....	_____
1028	Industrial Hygienist .....	_____
1039	Certified Industrial Hygienist .....	_____
1030	LEED Accredited Professional .....	_____
1031	Survey Team .....	_____
1032	Cost Estimator .....	_____
1033	Specification Writer .....	_____
1034	Administrative/Clerical .....	_____
1035	Computer Assisted Design (CAD)Tech. ....	_____
1036	Mechanical Computer Assisted Design Tech. ....	_____
1037	Electrical Computer Assisted Design Tech. ....	_____
<b>Cost Reimbursement Items</b>		<b><u>Cost Per Item</u></b>
1038	Photo Copies 8.5 x 11 .....	_____
1039	Photo Copies 11 x 17 .....	_____
1040	Color Copies 8.5 x 11 .....	_____
1041	Color Copies 11 x 17 .....	_____



1042	Binding 8.5 x 11 .....	_____
1043	Binding 11 x 17 .....	_____
1044	Plotting 32# Presentation Paper .....	_____
1045	Reproduction Copies .....	_____
1046	Subcontractor Markup % .....	_____

**OPTION PERIOD TWO**  
**(October 1, 2010 through September 30, 2011)**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Fully Burdened Hourly Rate</b>
2001	Principal .....	\$ .....
2002	Project Manager .....	.....
2003	Architect .....	.....
2004	Senior Architect .....	.....
2005	Preservation Architect .....	.....
2006	Architectural Historian .....	.....
2007	Materials Conservator .....	.....
2008	Civil Engineer .....	.....
2009	Senior Civil Engineer .....	.....
2010	Structural Engineer .....	.....
2011	Senior Structural Engineer .....	.....
2012	Mechanical Engineer .....	.....
2013	Senior Mechanical Engineer .....	.....
2014	Electrical Engineer .....	.....
2015	Senior Electrical Engineer .....	.....
2016	Electronics Engineer .....	.....
2017	Senior Electronic Engineer .....	.....
2018	Plumbing Engineer .....	.....
2019	Senior Plumbing Engineer .....	.....
2020	Elevator Engineer .....	.....
2021	Senior Elevator Engineer .....	.....
2022	Environmental Engineer .....	.....
2023	Senior Environmental Engineer .....	.....
2024	Geotechnical Engineer .....	.....
2025	Senior Geotechnical Engineer .....	.....
2026	Fire Protection Engineer .....	.....
2027	Senior Fire Protection Engineer .....	.....
2028	Industrial Hygienist .....	.....
2029	Certified Industrial Hygienist .....	.....
2030	LEED Accredited Professional .....	.....
2031	Survey Team .....	.....
2032	Cost Estimator .....	.....
2033	Specification Writer .....	.....
2034	Administrative/Clerical .....	.....
2035	Computer Assisted Design (CAD)Tech. ....	.....
2036	Mechanical Computer Assisted Design Tech. ....	.....
2037	Electrical Computer Assisted Design Tech. ....	.....
<b>Cost Reimbursement Items</b>		<b><u>Cost Per Item</u></b>
2038	Photo Copies 8.5 x 11 .....	.....
2039	Photo Copies 11 x 17 .....	.....
2040	Color Copies 8.5 x 11 .....	.....
2041	Color Copies 11 x 17 .....	.....



2042	Binding 8.5 x 11 .....	_____
2043	Binding 11 x 17 .....	_____
2044	Plotting 32# Presentation Paper .....	_____
2045	Reproduction Copies .....	_____
2046	Subcontractor Markup % .....	_____

**OPTION PERIOD THREE**  
**(October 1, 2011 through September 30, 2012)**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>Fully Burdened Hourly</u></b>
	<b><u>Rate</u></b>	
3001	Principal .....	\$ _____
3002	Project Manager .....	_____
3003	Architect .....	_____
3004	Senior Architect .....	_____
3005	Preservation Architect .....	_____
3006	Architectural Historian .....	_____
3007	Materials Conservator .....	_____
3008	Civil Engineer .....	_____
3009	Senior Civil Engineer .....	_____
3010	Structural Engineer .....	_____
3011	Senior Structural Engineer .....	_____
3012	Mechanical Engineer .....	_____
3013	Senior Mechanical Engineer .....	_____
3014	Electrical Engineer .....	_____
3015	Senior Electrical Engineer .....	_____
3016	Plumbing Engineer .....	_____
3017	Senior Plumbing Engineer .....	_____
3018	Electronics Engineer .....	_____
3019	Senior electronics Engineer .....	_____
3020	Elevator Engineer .....	_____
3021	Senior Elevator Engineer .....	_____
3022	Environmental Engineer .....	_____
3023	Senior Environmental Engineer .....	_____
3024	Geotechnical Engineer .....	_____
3025	Senior Geotechnical Engineer .....	_____
3026	Fire Protection Engineer .....	_____
3027	Senior Fire Protection Engineer .....	_____
3028	Industrial Hygienist .....	_____
3029	Certified Industrial Hygienist .....	_____
3030	LEED Accredited Professional .....	_____
3031	Survey Team .....	_____
3032	Cost Estimator .....	_____
3033	Specification Writer .....	_____
3034	Administrative/Clerical .....	_____
3035	Computer Assisted Design (CAD)Tech. ....	_____
3036	Mechanical Computer Assisted Design Tech. ....	_____
3037	Electrical Computer Assisted Design Tech. ....	_____
	<b><u>Cost Reimbursement Items</u></b>	<b><u>Cost Per Item</u></b>
3038	Photo Copies 8.5 x 11 .....	_____
3039	Photo Copies 11 x 17 .....	_____
3040	Color Copies 8.5 x 11 .....	_____



3041	Color Copies 11 x 17 .....	_____
3042	Binding 8.5 x 11 .....	_____
3043	Binding 11 x 17 .....	_____
3044	Plotting 32# Presentation Paper .....	_____
3045	Reproduction Copies .....	_____
3046	Subcontractor Markup % .....	_____

# **OPTION PERIOD FOUR**

(October 1, 2012 through September 30, 2013)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Fully Burdened Hourly Rate</u>
4001	Principal .....	\$ _____
4002	Project Manager .....	_____
4003	Architect .....	_____
4004	Senior Architect .....	_____
4005	Preservation Architect .....	_____
4006	Architectural Historian .....	_____
4007	Materials Conservator .....	_____
4008	Civil Engineer .....	_____
4009	Senior Civil Engineer .....	_____
4010	Structural Engineer .....	_____
4011	Senior Structural Engineer .....	_____
4012	Mechanical Engineer .....	_____
4013	Senior Mechanical Engineer .....	_____
4014	Electrical Engineer .....	_____
4015	Senior Electrical Engineer .....	_____
4016	Electronics Engineer .....	_____
4017	Senior Electronics Engineer .....	_____
4018	Plumbing Engineer .....	_____
4019	Senior Plumbing Engineer .....	_____
4020	Elevator Engineer .....	_____
4021	Senior Elevator Engineer .....	_____
4022	Environmental Engineer .....	_____
4023	Senior Environmental Engineer .....	_____
4024	Geotechnical Engineer .....	_____
4025	Senior Geotechnical Engineer .....	_____
4026	Fire Protection Engineer .....	_____
4027	Senior Fire Protection Engineer .....	_____
4028	Industrial Hygienist .....	_____
4029	Certified Industrial Hygienist .....	_____
4030	LEED Accredited Professional .....	_____
4031	Surveyor .....	_____
4032	Cost Estimator .....	_____
4033	Specification Writer .....	_____
4034	Administrative/Clerical .....	_____
4035	Computer Assisted Design (CAD)Tech. ....	_____
4036	Mechanical Computer Assisted Design Tech. ....	_____
4037	Electrical Computer Assisted Design Tech. ....	_____
<b>Cost Reimbursement Items</b>		<b><u>Cost Per Item</u></b>
4038	Photo Copies 8.5 x 11 .....	_____
4039	Photo Copies 11 x 17 .....	_____



4040	Color Copies 8.5 x 11 .....	_____
4041	Color Copies 11 x 17 .....	_____
4042	Binding 8.5 x 11 .....	_____
4043	Binding 11 x 17 .....	_____
4044	Plotting 32# Presentation Paper .....	_____
4045	Reproduction Copies .....	_____
4046	Subcontractor Markup % .....	_____

#### **B.4 MINIMUM AND MAXIMUM CONTRACT AMOUNTS**

During the period specified in the Period of Performance article F.1, the Government shall place orders totaling a minimum of \$25,000 per contract for the base period and all option periods.

END OF SECTION B

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

ARCHITECT OF THE CAPITOL

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

01-00-0001

ACH FORMAT:

☐ CCD +

☐ CTX

ADDRESS:

2ND & D STS., SW, FORD HOUSE OFFICE BUILDING

WASHINGTON, DC 20024

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

ADDITIONAL INFORMATION:

## PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

## FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING

☐ SAVINGS

☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

( )

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)  
Prescribed by Department of Treasury  
31 U.S.C. 3322; 31 CFR 210